

**UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA**

CORNELIUS HILL	:	
and	:	
TRUDIE HASTINGS HILL H/W	:	
Plaintiffs	:	
SCHIFFFAHRTSGESELLSCHAFT MS	:	NO. 02-CV-2713
PRIWALL mbH & Co. KG	:	
and	:	
REEDEREI F. LAEISZ G.m.b.h., ROSTOCK	:	
Defendants	:	JURY TRIAL DEMANDED

**MOTION IN LIMINE TO PRECLUDE REFERENCES TO DUTIES UNDER THE
CHARTER PARTY AND INSTRUCTIONS/DIRECTIONS FROM THE VESSEL'S
OWNERS TO THE VESSEL'S OPERATORS**

Defendants Schiffahrtsgesellschaft MS Priwall mbH & Co. KG ("Priwall") and Reederei F. Laeisz G.m.b.h., Rostock ("Laeisz"), by and through its attorneys, Rawle & Henderson, LLP, hereby submits its Motion in Limine to Preclude References to Duties Under the Charter Party And Instructions/Directions from the Vessel's Owners to the Vessel's Operators as follows:

1. Defendants move to preclude the introduction of and/or any reference to any duties under the charter party or contractual or written directions from the shipowner to the ship operator regarding the operation of the vessel and/or stowage of cargo.
2. The condition involved in this instant litigation involves a condition of the cargo, i.e., a turnbuckle and lashing rod that secure a container in place. The duties that the shipowner/operator owed to the stevedore and its employees, including the plaintiff, are set forth by law. Contractual duties/obligations between shipowner and charter and the shipowner and operator regarding the stowage of the containers, contracts to which neither the stevedore nor the plaintiff were parties to, are not relevant to the duties the defendants owed to the plaintiff.

Carpenter v. Universal Star Shipping, S.A., 924 F.2d 1539, 1545 (9th Cir. 1991); Mankus v. Swan Reefer I, C.A. 02-3425 (E.D. Pa. 2003). (Exhibit "A").

3. In Mankus, supra, Judge Yohn precluded reference to the contract provisions between the owner and charterer in a longshore personal injury case stating:

The contract provisions to which plaintiff refers are in no way within this envisioned category of contractual provisions that can effect the duties of a shipowner to longshore workers. First, the provisions are from the head charter party between the shipowner defendant the charterer Lauritzen Reefer. Plaintiff is indisputably not a party to this charter. Moreover, plaintiff presents no evidence that either party to the charter intended longshore workers to be third party beneficiaries to, and thus benefit from, the charter. Second, the specific provisions that plaintiff cites have no relationship to the conditions on the vessel that are dangerous to the longshore workers. (Exhibit "A," p. 20).

WHEREFORE, for the foregoing reasons, defendants respectfully request that all such references to contract provisions and/or written directions/instructions between the shipowner and operator be excluded from evidence.

Respectfully submitted,

RAWLE & HENDERSON LLP

By: _____

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DATED: February 26, 2004

CERTIFICATE OF SERVICE

I do hereby certify that the foregoing Motion in Limine to Preclude References to Duties Under the Charter Party And Instructions/Directions from the Vessel's Owners to the Vessel's Operators, was served via Hand Delivery to the following counsel of record:

E. Alfred Smith, Esquire
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Attorney for Plaintiff

Carl D. Buchholz, III, Esquire